

Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number ALBERT, WEILAND & GOLDEN, LLP Evan D. Smiley #161812 Philip E. Strok #169296 650 Town Center Dr., Ste. 1350 Tel: (714) 966-1000 Costa Mesa, CA 92626 Fax: (714) 966-1002 Counsel for CYGNION CORPORATION	FOR COURT USE ONLY <div style="border: 1px solid black; padding: 5px; text-align: center;"> FILED MAR - 8 2001 <small>CLERK, U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA BY Deputy Clerk</small> </div>
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA	
In re: CYGNION CORPORATION, a Delaware corporation, <div style="text-align: right;">Debtor(s).</div>	CASE NO.: SA 00-16255 RA Chapter 11 Case

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: April 11, 2001	Time: 10:00 a.m.
Location: Courtroom 6-C, 411 W. Fourth Street, Santa Ana, California	

Type of Sale: ☐ Public ☒ Private Last date to file objections: March 28, 2001

Description of Property to be Sold: SEE ATTACHMENT

Terms and Conditions of Sale: SEE ATTACHMENT

Proposed Sale Price: SEE ATTACHMENT

Overbid Procedure (If Any): SEE ATTACHMENT

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e-mail address):

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Date: March 6, 2001

DESCRIPTION OF PROPERTY TO BE SOLD

The Debtor's interest in all of the CyberGenie finished kits listed and described on Exhibit "A" attached to the Purchase Agreement and Bill of Sale ("Agreement") which is attached to the sale motion as Exhibit "4."

TERMS AND CONDITIONS OF SALE

The Debtor proposes to sell the Assets to Santa Fe Computer Products ("Santa Fe") on the following terms:

1. The sale is subject to the approval of this Court.
2. Santa Fe agrees to purchase the Debtor's interest in all of the CyberGenie finished kits listed and described on Exhibit "A" attached to the Agreement (the "Assets").
3. Santa Fe agrees to purchase the Assets as follows: (a) \$26 per unit for the CG2400 complete kit, and (b) \$6 per unit for the DG200 complete kit as described in Exhibit "A" attached to the Agreement. The total purchase price ("Purchase Price") will be determined at least ten (10) days prior to the hearing on this Motion, based upon a final count of the complete kits by Santa Fe. Based upon the Debtor's books and records, the Debtor believes that there are approximately 10,700 units of the CG2400 complete kit, and 8,400 units of the DG200 complete kit. Based on these figures, the Purchase Price is estimated to be \$328,600.00.
4. Santa Fe has submitted to Sales Agent a deposit of \$50,000.00 ("Deposit"). The Deposit is non-refundable if the sale fails to close, except if the failure to close is as a result of a successful overbid by a third party or if the Court does not approve the Agreement.
5. The sale is as-is, where-is, without any representations or warranties, free and clear of liens pursuant to 11 U.S.C. §§ 363(b) and (f).
6. The sale of the Assets is subject to overbids at the hearing on the Motion.
7. Within one (1) business day after the order approving the Motion ("Sale Order") becomes final and non-appealable, Santa Fe shall deliver to Sales Agent via wire transfer or cashier's check the balance of the Purchase Price.
8. Within two (2) business days of the Sale Order becoming final and non-appealable, Santa Fe shall remove the Assets from the storage facility as identified on Exhibit "A" to the Agreement. Santa Fe shall be responsible for all costs associated with the removal and shipping of the Assets. In the event that Santa Fe does not timely remove the Assets, Santa Fe shall reimburse the Debtor for all storage and related costs incurred by the Debtor commencing with the third business day following the Sale Order becoming final and non-appealable, until the Assets are removed by Santa Fe.
9. Santa Fe shall obtain and maintain any insurance coverage of the Assets in its discretion.

OVERBID PROCEDURE

1. Overbids are subject to the review, discretion and business judgment of the Debtor;
2. Initial overbids must be at least \$5,000.00 higher than the Purchase Price which will be determined at least ten (10) days prior to the hearing on this Motion, based upon a final count of the complete kits by Santa Fe;
3. Further overbids must be in increments of \$2,500.00;
4. Overbidders shall submit overbids in writing to the Debtor's counsel at least five (5) days prior to the hearing on this Motion along with cash or certified funds in the amount of \$50,000.00 as a non-refundable deposit in the event that the overbidder is the successful bidder at the hearing and fails to close the sale;
5. Overbidders shall have and demonstrate to the Debtor their ability to close the sale at least 24 hours before the hearing on the Motion; and
6. Overbidders shall agree to all terms and conditions of the sale as set forth herein.